



97.5 acres of real property located in League City, Texas.  
(Docket No. 10).

Debtor's plan provides that the Debtor will, by separate motion, seek approval of a sale of 35 acres out of its real property. (Docket No. 45). No such motion to sell the property appears on the docket sheet of this case.

In the instant motion, Debtor seeks an order directing Debtor to submit the proposed sale and purchase agreement to the court under seal, to be examined in camera. Debtor seeks to restrain access to the agreement from its largest secured creditor, Compass Bank, unless Compass Bank executes a confidentiality agreement. (Docket No. 64).

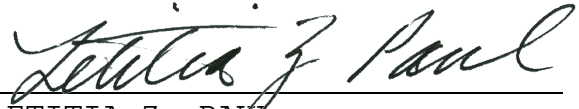
#### Conclusions of Law

Papers filed in a bankruptcy case are public records. They are open to examination unless they are protected. 11 U.S.C. § 107(a). On request of a party in interest, the court shall "protect an entity with respect to a trade secret or confidential research, development, or commercial information." 11 U.S.C. § 107(b)(1).

In the instant case, consideration of the instant motion is premature. There is no pending motion to sell the property, either in the Debtor's plan or separately, and thus no need at this time for this court to examine the proposed sale and purchase agreement, whether in camera or otherwise. Thus, the

court concludes that the instant motion should be denied without prejudice.<sup>1</sup>

Signed at Houston, Texas on October 29, 2010.

  
LETITIA Z. PAUL  
UNITED STATES BANKRUPTCY JUDGE

---

<sup>1</sup>The court notes that sale pursuant to a plan requires a level of disclosure sufficient to provide adequate information to a hypothetical investor. Sale outside a plan may be appropriate in some cases, but in a case in which the debtor proposes to sell a significant fraction of the debtor's assets, the court may be disinclined to permit such a sale without the procedural safeguards of adequate disclosure.